

OSTER
Researching Services

12897 Colonial Drive • Mt. Airy, MD 21771
Phone: 301-253-6040
Fax: 301-253-6040
maryannoster@adelphia.net

RECORDATION NO. 26128 **FILED**

January 18, 2006

JAN 18 '06 11-40 AM

SURFACE TRANSPORTATION BOARD

Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

Dear Sir:

Enclosed for recording with the Surface Transportation Board is a Bill of Sale dated 11/25/05 including the following parties and railroad equipment:

Seller: Railcar Custom Leasing, LLC
980 N. Michigan Avenue, Suite 1000
Chicago, IL 60611

Buyer: Rail Logistics, L.C.
6400 W. 110th Street, Suite 100
Overland Park, KS 66211

Equipment: 71, 6000 cf Open-top Hoppers
RRLX 7001-7115, NI
Previously: SCTR 1202-1280, NI; RMGX 7076-7115, NI

Please record this agreement as a primary document. The filing fee of \$33 is enclosed.

Summary: Bill of Sale dated 11/25/05 between Railcar Custom Leasing, LLC as Seller and Rail Logistics, L.C. as Buyer including 71, 6000 cf Open-top Hoppers, RRLX 7001-7115, NI, previously marked SCTR 1202-1280, NI; RMGX 7076-7115, NI.

Sincerely,

Mary A Oster

Mary Ann Oster
Research Consultant

Enclosures

RECORDATION NO. 26128 FILED

JAN 18 '06 11:40 AM

SURFACE TRANSPORTATION BOARD

BILL OF SALE

RAILCAR CUSTOM LEASING, LLC, a Tennessee limited liability company (hereinafter called the "Vendor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and set over to RAIL LOGISTICS, LC (hereinafter called the "Purchaser") all right, title and interest of the Vendor in and to the railroad equipment described in Schedule A attached hereto (hereinafter called the "Equipment").

The Vendor hereby warrants to the Purchaser, its successors and assigns, that on the date hereof the Vendor had legal title in and to each unit of Equipment and good and lawful right to sell the same, that title to each unit of Equipment on such date was free from all claims, liens, encumbrances, security interests and rights of others of any nature (collectively the "Liens") other than Liens created by the Purchaser or by persons claiming by, through or under the Purchaser, and that the Vendor will defend such title to the Equipment forever against all adverse claims and demands whatsoever.

EXCEPT FOR THE REPRESENTATION AND WARRANTY AS TO TITLE SET FORTH HEREIN, VENDOR MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND RESPECTING THE EQUIPMENT WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED. VENDOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY THE TRANSACTION CONTEMPLATED HEREBY TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR THE FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR QUALITY OF WORKMANSHIP IN OR WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF.

IN WITNESS WHEREOF, the Vendor has caused this instrument to be signed by a duly authorized officer and its corporate seal to be hereunto affixed and duly attested, this 25 day of November, 2003.

RAILCAR CUSTOM LEASING, LLC

By: 

Its: 

STATE OF ILLINOIS

)

SS:

)

COUNTY OF COOK

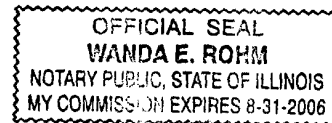
)

On this 25th day of November, 2003, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Dennis Anick, to me the Manager, M&M B&L of Railcar Custom Leasing, LLC, a Tennessee limited liability company, and duly authorized by authority of the board of directors or the by-laws of said corporation to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ___ day of November, 2003.

Wanda E. Rohm
Notary Public

My Commission Expires: 8.31.06



SCHEDULE A TO BILL OF SALE

Seventy-one (71) 6000 c.f.c. open top hopper railcars bearing the following road marks and numbers:

<u>Old</u> <u>Marks</u>	<u>Old</u> <u>Numbers</u>	<u>New</u> <u>Marks</u>	<u>New</u> <u>Numbers</u>	<u>Old</u> <u>Marks</u>	<u>Old</u> <u>Numbers</u>	<u>New</u> <u>Marks</u>	<u>New</u> <u>Numbers</u>
SCTR	1238	RRLX	7001	SCTR	1245	RRLX	7074
SCTR	1263	RRLX	7002	SCTR	1259	RRLX	7075
SCTR	1202	RRLX	7040	RMGX	7076	RRLX	7076
SCTR	1203	RRLX	7041	RMGX	7077	RRLX	7077
SCTR	1207	RRLX	7042	RMGX	7079	RRLX	7079
SCTR	1209	RRLX	7043	RMGX	7080	RRLX	7080
SCTR	1212	RRLX	7044	RMGX	7081	RRLX	7081
SCTR	1213	RRLX	7045	RMGX	7082	RRLX	7082
SCTR	1214	RRLX	7046	RMGX	7083	RRLX	7083
SCTR	1220	RRLX	7047	RMGX	7084	RRLX	7084
SCTR	1221	RRLX	7048	RMGX	7085	RRLX	7085
SCTR	1224	RRLX	7049	RMGX	7086	RRLX	7086
SCTR	1227	RRLX	7050	RMGX	7088	RRLX	7088
SCTR	1228	RRLX	7051	RMGX	7089	RRLX	7089
SCTR	1229	RRLX	7052	RMGX	7093	RRLX	7093
SCTR	1231	RRLX	7053	RMGX	7094	RRLX	7094
SCTR	1233	RRLX	7054	RMGX	7095	RRLX	7095
SCTR	1235	RRLX	7055	RMGX	7096	RRLX	7096
SCTR	1237	RRLX	7056	RMGX	7097	RRLX	7097
SCTR	1239	RRLX	7057	RMGX	7098	RRLX	7098
SCTR	1241	RRLX	7058	RMGX	7099	RRLX	7099
SCTR	1242	RRLX	7059	RMGX	7100	RRLX	7100
SCTR	1247	RRLX	7060	RMGX	7101	RRLX	7101
SCTR	1250	RRLX	7061	RMGX	7102	RRLX	7102
SCTR	1251	RRLX	7062	RMGX	7103	RRLX	7103
SCTR	1266	RRLX	7063	RMGX	7105	RRLX	7105
SCTR	1268	RRLX	7064	RMGX	7106	RRLX	7106
SCTR	1271	RRLX	7065	RMGX	7107	RRLX	7107
SCTR	1272	RRLX	7066	RMGX	7108	RRLX	7108
SCTR	1273	RRLX	7067	RMGX	7109	RRLX	7109
SCTR	1276	RRLX	7068	RMGX	7110	RRLX	7110
SCTR	1278	RRLX	7069	RMGX	7112	RRLX	7112
SCTR	1280	RRLX	7070	RMGX	7113	RRLX	7113
SCTR	1211	RRLX	7071	RMGX	7114	RRLX	7114
SCTR	1217	RRLX	7072	RMGX	7115	RRLX	7115
SCTR	1243	RRLX	7073				